

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phatom EFX LLC		05/07/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, Floor 14		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4343499	SLOT MYSTERY	
Registration Number:	4064638	SLOT QUEST	
Registration Number:	4064637	BATTLE SLOTS	
Registration Number:	3514531	BONUS MANIA!	
Registration Number:	3352868	INTERNATIONAL POKER TOUR	
Registration Number:	2806463	PHANTOM EFX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3365		
Email:	nicolef@agilelegal.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill, Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Nicole M. Fulton		
SIGNATURE:	/nicole m fulton/		
DATE SIGNED:	05/07/2019		

OP \$165.00 4343499

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Phantom EFX, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-IA
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 7, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 901 Main Street, Floor 14

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

May 7, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2019 (this “Agreement”), between PHANTOM EFX, LLC (the “Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement, dated as of May 7, 2019 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among SciPlay Holding Company, LLC, a Nevada limited liability company (the “Borrower”), SciPlay Parent Company, LLC, a Nevada limited liability company (“Holdings”), the subsidiaries of Holdings party thereto and Bank of America, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of May 7, 2019 (as amended, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders, Bank of America, N.A., as Administrative Agent, Collateral Agent and Issuing Lender, and the other banks and financial institutions party thereto. The Grantor is engaged in related businesses with the Borrower, and the Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The other definitional provisions specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, and all goodwill associated therewith or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto owned by the Grantor in its own name, including, without limitation, any of the foregoing referred to in Schedule I and (ii) the right to obtain all renewals thereof.

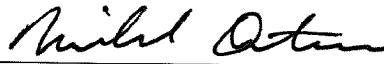
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

PHANTOM EFX, LLC

By: SciPlay Holding Company, LLC,
its sole member

By: 
Name: Michael A. Quartieri
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006639 FRAME: 0119

Acknowledged and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: *Ronaldo Naval*

Name: Ronaldo Naval

Title Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006639 FRAME: 0120

SCHEDULE I

	Owner	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date
1.	Phantom EFX, Inc. ¹	SLOT MYSTERY	85541172	02/13/2012	4343499	05/28/2013
2.	Phantom EFX, Inc.	SLOT QUEST	85183491	11/23/2010	4064638	11/29/2011
3.	Phantom EFX, Inc.	BATTLE SLOTS	85183474	11/23/2010	4064637	11/29/2011
4.	Phantom EFX, Inc.	BONUS MANIA!	76650641	11/18/2005	3514531	10/14/2008
5.	Phantom EFX, Inc.	INTERNATIONAL POKER TOUR	76633291	03/15/2005	3352868	12/11/2007
6.	Phantom EFX, Inc.	PHANTOM EFX	76493923	03/03/2003	2806463	01/20/2004

¹ Now known as Phantom EFX, LLC.